IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE THE CHIEF JUSTICE MR.H.L.DATTU
&
THE HONOURABLE MR. JUSTICE K.M.JOSEPH

TUESDAY, THE 13TH NOVEMBER 2007 / 22ND KARTHIKA 1929

WA.No. 2661 of 2007

AGAINST THE INTERIM ORDER IN WPC.26331/2007 DATED 23-10-2007

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APPELLANTS: RESPONDENTS:

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1. STATE OF KERALA,
   REPRESENTED BY INSPECTOR GENERAL OF REGISTRATION,
   EAST FORT,
   TRIVANDRUM.

2. THE DISTRICT REGISTRAR GENERAL,
   ERNAKULAM.

3. THE SUB REGISTRAR,
   MULANTHURUTHY.

BY SENIOR GOVERNMENT PLEADER SMT.K.MEERA.

RESPONDENT: PETITIONER:

M/S.ANSAL BUILDWELL LIMITED,
ANSALS RIVERDALE, EROOR P.O.,
COCHIN - 682 306,
REPRESENTED BY ITS SENIOR GENERAL MANAGER MR.M.P.MATHEWS.

BY ADV. SRI.JOSEPH MARKOSE

THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON 13/11/2007,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

H.L.DATTU, C.J. & K.M.JOSEPH, J.

W.A.No.2661 of 2007

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Dated, this the 13th day of November, 2007

JUDGMENT

H.L.Dattu, C.J.

Though the matter is posted for admission today, by the consent of the learned counsel for the parties to the lis, it is taken up for final hearing.

(2). The petitioner in the writ petition is a Public Limited Company incorporated under the provisions of the Companies Act. The petitioner Company is engaged in business, as land developers and builders. It appears that, the petitioner had evolved a Scheme for development of a residential colony known as *'Ansal City'* in Kureekkad Village in Ernakulam District. It is further stated that, the petitioner had purchased 37.51 Ares of land in Sy.No.64/1and 2 in Kureekkad Village from Mr.Thoshy P.Mathew under a registered Sale Deed dated 11-07-2006.

(3). After such purchase, now the Company intends to sell Plot No.16 in the colony in favour of one Mr.Daniel Abraham and his wife Jolly Abraham. Accordingly, they have presented the document before the Sub Registrar. The Sub Registrar has refused to register the document on the ground that, the parties had not complied with the provisions of Rule 30A of the Registration Rules (Kerala), as introduced by Notification No.RR.4-5448/2003 dated 4-5-2007.

(4). Aggrieved by the action of the Sub Registrar, the petitioner is before this Court in W.P.(C) No.26331 of 2007, inter alia, requesting to declare

that Rule 30A incorporated as per the amendments to the Registration Rules (Kerala) introduced by Notification No.R.R.4-5448/2003 dated 4-5-2007 is not applicable to documents executed on behalf of or in favour of the petitioner Company, and, further, to direct the third respondent to accept Exhibit P3 document and other documents executed on behalf of and in favour of the petitioner Company and register the same without insisting for the photographs and thumb impression of the buyer and seller.

(5). By way of interim prayer, the petitioner had requested the Court to direct the 3rd respondent to accept Exhibit P3 document and all other documents executed on behalf of and in favour of the petitioner Company and register it without insisting for photographs and thumb impression of the buyer and the seller subject to the disposal of the writ petition.

(6). This Court, while entertaining the writ petition, has granted the interim prayer. The same is as under:

> *"Heard. There will be an interim order directing the respondents to accept the documents for registration executed by the petitioner or in its favour without insisting on the compliance of Rule 30A."*

(7). Aggrieved by the interim order passed by the learned Single Judge, the State is before us in this appeal. The primary contention canvassed by the learned counsel for the State Government is that, the learned Single Judge, while entertaining the writ petition, could not have granted the interim prayer, thereby virtually allowing the writ petition. In our opinion, the submission made by the learned counsel for the Revenue has some merit.

(8). As we have already noticed, the prayers in the writ petition is to direct the Sub Registrar to register the document without insisting for the photographs and thumb impression of both the buyer and seller. The interim prayer is also the same. Interim prayers are normally granted in aid of the main payer. By granting the interim prayer in the writ petition, the learned Single Judge, without going into the other details, has virtually allowed the main prayer. It is impermissible. Therefore, the orders passed by the learned Single Judge requires to be set aside and accordingly it is set aside. Liberty is reserved to the petitioner, if it so desires, to make appropriate application before the learned Single Judge, for early disposal of the writ petition.

Ordered accordingly.

(H.L.DATTU)
CHIEF JUSTICE

(K.M.JOSEPH)
JUDGE

MS